BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of Chief Administrative Officer cum Secretary,
1st Floor, Cauvery Bhavan, K.G Road, Bangalore-560009

Tender for Engaging 783 Nos. of Operator, Electrician, Fitter, Security Guard, Valveman and Sanitary Helper through Manpower agency on Contract Basis to North Zone of BWSSB

Office of the Chief Administrative
Officer cum Secretary,
1st Floor, Cauvery Bhavan
K.G. Road, Bangalore-500 009.

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Chief Administrative Officer cum Secretary
1st Floor, Cauvery Bhavan 'D' Block, K.G. Road, Bangalore-09

SECTION 1:
INVITATION FOR TENDERS (IFT)
(ONLY THROUGH KP-procurement PORTAL)
https://kppp.karnataka.gov.in/

IFT No. BWSSB/CH/CAO-S/Est-8/ 4223 /2024-25
Dated:04.03.2025

The Chief Administrative Officer cum Secretary, 1st Floor,**, BWSSB** invites tenders from registered manpower services to BWSSB who are having their registration in any of the Government department and sufficient experience in executing similar type of works along with the supporting documents and certificates and possessing a valid G.S.T registration as detailed in the Table below through **KP-PROCUREMENT** process with **Two Cover System** tender procedure in line with the Rule 28 of the KTPP Act. The details regarding their capability to undertake the tender (as detailed in ITT Clause 3) and the price tender shall be uploaded in the website of the KP-procurement wizard. The tenders will be opened on the date notified. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

1. The tenders are required to pay the Earnest Money deposit only through KP-procurement portal only using any of the four modes.
    1. **Credit Card (Online Payment)**

2. **Direct Debit using Internet Banking (Online Payment)**
3. **remittance at the Bank Counter – Challan (Offline Payment)**
4. **NEFT (National Electronic Fund Transfer) (Offline Payment)**

The details regarding their capability to undertake the tender (as detailed in ITT Clause-4) and the price tender shall be uploaded in the website. Technical details will be opened on the date and time mentioned in ITT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause-3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded from https://kppp.karnataka.gov.in/ website only. Interested tenderers may obtain further information at the same address.
3. Additional information related to KP-procurement process can be obtained through the above-mentioned website or contact KP-procurement helpdesk No.+91-8046010000 / +91-8068948777. (The Electronic Tender comprising Technical and Financial bids will be operated as two stage tender system).
4. Tenderers can access tender documents from https://kppp.karnataka.gov.in/ website only and upload the required details, those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per section 2, 3 & 4 of the bid documents shall be submitted through e-procurement.
5. The Tender processing fee once paid will not be refunded.
6. The last date and time for receipt of tenders will be on 20.03.2025.upto 16:00Hrs and the date of opening of tender will be on 24.03.2025 after 15:00Hrs.
7. Pre Bid Meeting will be held on 13.03.205 at 15:00 Hrs.

1. Details of the Work:

Sl. No.	Name of the Work	Amount put to tender Rs. In Crores (Approx)	EMD in Lakhs	Tender processes sing fee	Class of Contractor	Period of contract

1.	**Tender for Engaging 783 Nos. of Operator, Electrician, Fitter, Security Guard, Valveman and Sanitary Helper through Manpower agency on Contract Basis to BWSSB**	281880000	2818800	As per e-procurement	Registered contractor for Manpower services	**One Year**

Note: On successful completion of contract, the contract may be extended for period of one year at a time for upto three consecutive years based on the discretion of the Board

2. Eligibility Criteria

a) To qualify for award of this contract, each tenderer in its name should have achieved in at least two financial years a minimum financial turnover **of Rs. 56.37 Crs in any one year in preceding Three years 2021-22, 2022-23 & 2023-24.** for a similar type of work.

b) Satisfactorily completed **Rs. 14.09 Crs** (**at least 50% of the contract value**), as Service Provider of Engaging the contractor personnel worker to Government Department / Board / Corporation **in any one year in preceding Three years 2021-22, 2022-23 & 2023-24.**

c) The tenderer should have deployed at least **626** Manpower in any category.

3. The successful Tenderer would be required to give Performance Bank Guarantee of 5**%** of the contract amount from a Nationalized/Scheduled Indian Bank, with jurisdiction at Bangalore a specified towards guarantee for completion of work within the stipulated period.

4. Applications/requisitions from joint venture firms are not acceptable.

5. Bangalore water supply and sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

6. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

8. List of documents to support qualification of Tenderer is to be uploaded to the KP-procurement website https://kppp.karnataka.gov.in/

9. Tenderers shall submit offers that comply with the requirements of the bid document. The bids which are not substantially responsive to the requirement of the bid document will be liable for rejection.

10. Further details may be had from this office during the office hours on all working days. Corrigendum/Addendum/Modification/corrections, if any, will be published in the website only.

Sd/-
Chief Administrative Officer
cum Secretary,
1st Floor, Cauvery Bhavan
K.G. Road, Bangalore-09.

SECTION-2 INSTRUCTION TO TENDERERS

1. Scope of KP-procurement Tender

1.1 The Chief Administrative Officer cum Secretary (Referred to as Employer in these documents) invites KP-procurement tenders following

Two stage tender procedure, from eligible Tenderers, for the supply of Manpower (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 KP-procurement Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have the following eligibility

Sl. No	**Qualifications Criteria Proposed**	**Documents to be submitted**
I	**Technical Requirements**	
1	The Tenderer should be a Proprietorship Firm or Partnership firm or a Registered Company incorporated under Companies Act,1956/2013 or Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act 2008 and should be in business for a period of more than 10 years.	• The Tenderer should be a Proprietorship Firm or Partnership firm or a Registered Company incorporated under Companies Act,1956/2013 or Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act 2008 and should be in business for a period of more than 10 years. • The Tenderer shall upload the GST Registration Certificate and PAN Registration in case of Proprietorship Firm along with labour Registration

		certificate. • The Tenderer shall upload the GST and Partnership deed in case of partnership Firm along with labour Registration certificate The Tenderer shall upload the Certificate of Incorporation in case of Registered Company/Limited Liability Partnership deed in case of Limited Liability Partnership Firm along with labour registration certificate.
2	The Tenderer should have valid FORM-C certificate issued from the Department of Labour under Karnataka Shops & Commercial Establishment Act. And a having at least 1000 members registered in Form-C as on before the Bid Published Date.	FORM-C certificate issued from the Department of Labour
3	The Tenderer must have PAN Card, GST, EPF, ESI & Labour Registration Certificates. The Tenderer should have paid ESI & EPF Contribution within the stipulated due date in last Three years 2021-22, 2022-23 & 2023-24 as specified by the competent authorities. The Tenderer should have obtained License under the Private Security Agencies (Regulation) Act, 2005 and Karnataka Rules, 2008 from the competent Authority. The Tenderer should have obtained Class-1 Electrical from Chief Electrical Inspectorate and Class-1 KPWD Contract License	The Tenderer shall upload Copy of PAN Card, valid GST Registration Certificate, valid EPI, ESI & Labour registration Certificates. The Tenderer shall upload the scanned copies of ESI & EPF Payment Challans to the concerned authority for the previous Three years 2021-22, 2022-23 & 2023-24. The Tenderer should also provide portal login credentials to verify the EPF & ESI payments. Also, there should not be any cases registered against the tenderer in ESI, EPF and Labour department. A self-declaration of No cases shall be Uploaded.

		Copy of Private Security Agencies License shall be uploaded. Copy of Karnataka Class-1 Electrical and Karnataka Class-1 PWD Contract License shall be uploaded.
4	The Tenderer should have ISO 9001-2015, ISO 37500:2014, ISO 30409:2016 certificates for providing Manpower Outsourcing as on before the Bid Published Date.	The Tenderer shall upload the scanned copies of ISO certificates shall be uploaded.
5	The Tenderer should have Ongoing/Satisfactorily rendered (at least 10 Government Department / Board / Corporation) as service provider of Engaging the contractor personnel/Manpower in any one year in preceding Three years 2021-22, 2022-23 & 2023-24.	The Tenderer shall upload the Scanned Copies of Purchase order/ DWA issued by the concerned department shall be uploaded.
6	The Tenderer Should Have Satisfactorily completed (at least 50% of the contract value) of Engaging the contractor personnel/Manpower to Government Department / Board / Corporation in preceding Three years 2021-22, 2022-23 & 2023-24.	The Tenderer shall upload the Scanned Copies of Purchase order/ DWA issued by the concerned department shall be uploaded.
7	The Tenderer should have remitted the Karnataka Labour Welfare Fund Contribution of the Labour Department, for at least a minimum of 626 Employees for the last calendar year i.e. 2024.	The Tenderer shall upload the Proof for the same.
8	The Tenderer should have functional office in Bengaluru.	BBMP Trade License shall be uploaded.
II	**Financial Requirements**	
1	The Annual Financial Turnover of the Tenderer shall not be less than 50Crs. in any Two year in preceding Three years 2021-22, 2022-23 & 2023-24.	Audited annual account Statements such as P&L statement, Balance sheets for the preceding Three years 2021-22, 2022-23 & 2023-24 shall be uploaded.
2	The Tenderer should have Liquid assets to the extent of Rs. 6 Crores as on 31st	The cash at Bank and availability of fund-based credit facility as on

	January 2025 consisting of Cash at Bank + Term Deposits + availability of fund-based credit facility in any Nationalized/scheduled Commercial Bank.	31st January 2025, supported by certificate issued by any Nationalized/ Scheduled bank shall be uploaded. If the Tenderer has banking with more than one Bank, then the available liquid assets, balance as on said date shall be the same for all the banks.	
III	**General Requirements**		.
a	**<u>Litigation History:</u>** The Tenderer should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Tenderer or any partner of Joint Venture may result in rejection of Bid & also Tenderer should furnish self-declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it found incorrect, such Tenderer will be black listed and further action will be initiated.	Tenderer shall upload the Self declaration on Rs 500/- notarised Non-Judicial stamp paper.	
b	Even through the Tenders meet the above criteria, they are subject to be disqualified if they have: i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and/or ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc,;	Tenderer shall upload the Self declaration on Rs 500/- notarised Non-Judicial stamp paper as per **Annexure-I** **Note:** The Tenderer shall declare on Rs.500/- Non-Judicial stamp of the information furnished by them are true and correct. If BWSSB found that any misleading information and/ or suppressing of the facts by the Tenderers, BWSSB shall reject the bid and such Tenderer will be black listed	

	and/or iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission vi) The Tenderer should not be under a declaration of intelligibility for corrupt or fraudulent practices with any of the State Government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission.	including initiation of legal/ criminal proceeding. The decision of the BWSSB shall be final in this regard.

3.3 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.4 To qualify for a work for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the qualifying criteria for the work.

TERMS & CONDITIONS:

1. The tenderer should have registered their Firm/Agency under The Karnataka Shops & Commercial Establishment Act, 1961 and Rules, 1963.

2. The tenderer should have enrolled their Firm/Agency in:

   I. The Employees Provident Fund Organization under Employees Provident Funds and Miscellaneous Provisions Act, 1952.

   II. ESI Registration Certificate.

   III. GST Registration Certificate.

3. The tenderer should furnish:

   I. PAN issued by Income Tax department and Income Tax returns filed for the last 5 years i.e., for the years 2019-20 to 2023-24

   II. GST Registration Certificate.

   III. Professional Tax Registration Certificate issued by Commercial Tax Authorities

4. The tenderer should have possessed sufficient experience of having deployed at least 626

Manpower in any category.

5. The tenderer should produce WO/satisfactory performance certificates indicating Number of people deployed for the last 3 years issued by the organizations mentioned in clause “4”.

6. The Tenderer shall not pay less than the statutory payments and deduct more than the stipulated under the provisions of the Payment of wages Act, 1936, and P.F Act, 1952.

7. Failure to comply with terms and conditions entails rescinding of the contract and forfeiture of EMD.

8. The personnel provided by the agency shall have no claim for regularization or any other benefit either from BWSSB or Government

of Karnataka during the tenure of contract.

9. The rates quoted will be treated as final and no subsequent correspondence regarding rates will be entertained.

10. The Income Tax will be deducted as per the existing norms of the Income Tax department from the monthly bills payable to the agency.

11. The personnel deployed in BWSSB will be required to handle important assignments. As such persons with integrity shall be deployed. Professional competence will not be compromised. For this reason, selection of the Agency will be made purely on past reputation, dependability and credibility and the employee is liable to make good any loss suffered by the BWSSB due to the negligence or carelessness or leakage of official information etc., during the tenure of contract. This will be in addition to the normal legal/police procedures.

12. The Tenderer should have provided Group insurance policy with a minimum of 500 employees to any of the departments and same shall be uploaded. Also, the tenderer should provide Group Insurance Policy for the outsourcing personnel with co-ordination of BWSSB for the sum assured. Overall Insurance Premium will be paid to the tenderer once the tenderer submits the complete insurance copy along with the Bill.

13. The Tenderer should agree Govt. of Karnataka Reservation Policy for deploying outsourcing personnel as per the order. Its Contractor responsibility to maintain the reservation policy accordingly.

DATA SHEET

Information to Tenderers Clause Reference

I.1 The name of the Principal Employer is: **Chief Administrative Officer cum Secretary,**
1st Floor, Cauvery Bhavan 'D' Block,
K.G. Road, Bangalore-09.

The method of selection is: **Least Cost Selection (LCS)**

1.2 A Technical and a Financial Proposal are requested: **Yes**
The name, objectives and description of the Assignment are: **Tender for Deploying Man Power to Principal Employer.**

1.3 The Assignment is phased: **No**

1.4 A pre-proposal conference will be held: **No**.

1.5 The Principal Employer will provide the following inputs: **Computers for Data Entry Operators, Drivers, Operators Attender and Helper.**

1.6 The Principal Employer envisages the need for continuity for downstream work: **No**

The tenders are required to pay the Earnest Money deposit only through KP-procurement portal only using any of the four modes.

1. **Credit Card (Online Payment)**
2. **Direct Debit using Internet Banking (Online Payment)**
3. **remittance at the Bank Counter – Challan (Offline Payment)**
4. **NEFT (National Electronic Fund Transfer) (Offline Payment)**

EMD of the unsuccessful Tenderers will be discharged after LOA is issued to the successful Tenderer. EMD of the successful Tenderer will be discharged after execution of agreement & receipt of the Performance Security whichever is later.

EMD will be forfeited if the Tender is withdrawn within the Tender validity period.

1.7 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested upto 4 days before the submission date.

The address for requesting clarifications is:

Office of the Chief Administrative Officer cum Secretary,
1st Floor, Cauvery Bhavan
K.G. Road, Bangalore-09.

3.1 Proposals should be submitted in the following language(s): **English**

3.2 (i) Tenderer may associate with other Tenderer: **No**

(ii) The estimated number of key professional staff months required for the assignment is: **NA**

(iv) The minimum required qualification & experience of key professional staff is: **Section 3 -Format 3F**

(vi) Reports which are part of the assignments must be written in the following language: **English**

3.3 (vii) Training is an important feature of this Assignment: **No**

(viii) Additional Information in the Technical Proposal includes: **NA**

3.4 Proposal shall follow standard forms as indicated in the document.

3.5 Proposals must remain valid for 90 days after the submission date

4.3 The proposal submission address is:

Office of the Chief Administrative Officer cum Secretary,
1st Floor, Cauvery Bhavan 'D' Block,
K.G. Road, Bangalore-09.

4.5 Proposals must be submitted not later than the following date and time:

20.03.2025 upto 4:00pm

5.1 The address to send information to the Principal Employer is: Chief Administartive Officer cum Secretary, 1st Floor, Cauvery Bhavan 'D' Block, K.G. Road, Bangalore-560009.

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6.1 The address for negotiations is: **Office of the Chief Administrative Officer**
cum Secretary,
1st Floor,
Cauvery Bhavan, K.G. Road,
Bangalore-560009.

7.2 (a) Performance Security of Rs. 14094000 is required to be furnished before entering into agreement in form of irrevocable unconditional Bank Guarantee issued by National Banks or Schedule Bank in India payable at Bangalore Valid till 45 days beyond the period of contract. Bank Guarantee shall be in the format furnished in **Appendix B**.

Yours Sincerely,

Sd/-

Chief Administrative Officer
cum Secretary,
1st Floor, Cauvery Bhavan
K.G. Road, Bangalore-09.

SECTION-3

3B. TENDERER'S REFERENCES

Relevant Services Carried Out in the Last Three Years

That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Tenderer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs. M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

PROPOSED MAN POWER

Sl. No	Nature of Work	Qualification
1	Graduate Engineer	Should possess a Degree in Engineering or Technology or Equivalent Qualification in the respective faculty from a Recognized University of the Union or State Govt.
2	Diploma Engineer	3 years Diploma in Engineering or Technology or Equivalent Preferably in Public Health Engineering.
3	Electrical wiremen/ Mechanic/ Fitter	A Pass in SSLC with ITI Certificate in Electrician./Mechanic Trade with 1 year Experience.
4	DATA Entry Operator	A Pass in PUC or Equivalent Examination. Six months Duration course in Computer Basics.
5	Telephone Operator	A Pass in SSLC or Equivalent Examination And should possess PABX Operation certificate of Reputed Organization with 1 year Experience in the line.
6	Driver for H.G.V	A Pass in 7^{th} Standard. Should possess valid Driving Licence for Driving Heavy Duty Vehicle and recognized First Aid Training Certificate. Should be physically Fit and Good vision and a minimum of 2 years experience as Heavy Duty Vehicle Driver.
7	Driver for LMV	A Pass in 7^{th} Standard should possess valid Driving Licence for Driving Light Motor Vehicle and recognized First Aid Training Certificate. Should be physically Fit and Good vision and a minimum of 2 years experience as Light Motor Vehicle Driver.
8	Cook	Literate with at least 2 years experience of Cooking.
9	Security Guard	A Pass in VII Standard OR Equivalent with Good Physique.

10	Helper, Valveman, Pump Operator, Attender, Gardner, Loaders, & Unloaders, Asst Cook.	A Pass in 4th Standard with Good Physique.
11	Sanitary Helper	Should possess Good Physique and Robust Health. Should be capable of performing job.

- All employees age must be above 18 years and must be below 60 years.

Section-4

4B. SUMMARY OF COSTS

SCHEDULE –B

Engaging the Manpower services for Zone-1 and Zone-2 area (through Manpower agency) to BWSSB (As per minimum wages : 2023-24)

Sl. No	Persons to be deployed	Minimum Wages per month per person shall not be less than the rates mentioned below. Basic+VDA (Zone-1 Area)	Minimum Wages per month per person shall not be less than the rates mentioned below. Basic+VDA (Zone-2 Area)	Service Charges
1	2	3	4	5
1	Graduate Engineer	17955+2223	16999+2223	
2	Diploma Engineer	17955+2223	16999+2223	
3	Data Entry Operator,	16564+2223	15729+2223	
4	Telephone Operator,	16564+2223	15729+2223	
5	Electrical Wireman.	16564+2223	15729+2223	
6	Fitter,	14657+2223	13993+2223	
7	Pump operator,	14657+2223	13993+2223	
8	Mechanic,	14657+2223	13993+2223	
9	HGV Driver	15777+2223	14991+2223	
10	LMV Driver	15112+2223	14386+2223	
11	Valveman	14657+2223	13993+2223	
12	Attender	13974+2223	13345+2223	
13	Helper,	14657+2223	13993+2223	
14	security Guard,	13974+2223	13345+2223	
15	Gardner	13974+2223	13345+2223	

16	Sanitary Helper,	17306+2223	16448+2223	
17	Loader & Un loader	13974+2223	13345+2223	

1	Add Principal Employer's contribution to EPF and ESI as per applicable rates	
2	Add service charge @ ___on CTC Amount	
3	Add GST as applicable	
4	Risk Benefit of Rs.3,000/- + Other Allowances payable by BOARD to personnel's	
Note: *The selection of L1 offer will be based on the service charges offered by the tenderer*.		

NOTE:

Zone-1 area: - Bangalore City Agglomeration area and District Head Quarters

Agglomeration areas.

Zone-2 area: - Place other than Bangalore City Agglomeration area and District Head

Quarters Agglomeration areas.

SERVICE CHARGES:

The tenderer shall quote service charges as percentage of value of Annual Tender provided that the service charges. The successful bidder shall be the bidder who offers **LOWEST** Service Charges following the conditions below.

1. No bidder should quote service charges **less than 3%,** doing so shall result in disqualification in the tender process and the respective EMD will be forfeited.
2. In case of same service charge quoted by the tenderer following criteria will be considered to award contract
    a) The Final selection under any circumstances will be based on the Timely Payment of ESI & EPF (Before the stipulated Time as set by competent Authorities).
    b) If the above criteria also Matches, then criteria will be based on lottery system and any decision taken by the authority is final.

SECTION 5

TERMS OF REFERENCE

l.	The period of contract will be for Two years. The successful tenderer shall deposit an amount equivalent to 5% of contract amount as security deposit in the form of Irrevocable unconditional Bank Guarantee from Nationalized Bank/Schedule Bank in India payable at Bangalore valid 45 days beyond the period of contract at the time of entering into agreement. The same shall be returned to the tenderer 30 days after successful completion of the contract assignment or one month after the final bill is paid whichever is later by adjusting any dues to Principal Employer. The security deposit will not carry interest.
2	The Basic and V.D.A. payable to the Man Power should not be less than the amount as Shown in **Appendix - C** . *The selection of L1 offer will be based on the service charges offered by the tenderer.*
3	As and when required the tenderer should be able to deploy Additional Manpower to the places wherever needed.
4	The successful tenderer should disburse the wages to the personnel deployed to the Board on or before 10th (Tenth) of Succeeding month through electronic clearing system (ECS). This is mandatory. If the tenderer fails to pay wages on or before 10th of succeeding month, it will be a breach of contract and Principal Employer at its Discretion can impose penalty equivalent to 1% of Security Deposit. Where only penalty is imposed in such case the Agency/Firm/Contractor shall pay the penalty amount within 30 days from the date of order. Failing which Principal Employer can cancel contract and penalty amount will be recovered from security deposit.
5	The successful tenderer shall submit the Bill to BWSSB on or before 5th of Succeeding month and The Board will make payment to the tenderer every month within 10days after production of bill for having made payment of salary to the personnel supplied by him along with relevant documents of payments made to PF, ESI & GST (Documents must include employees names). Contributions towards Provident Fund, & GST etc, shall be remitted by separate challans for Principal Employer. Risk Allowance as per Appendix-C will be paid by the Board to Contractor.
6	For places like Harohalli & Tataguni, which are not covered under ESI Act, 1948 (non implemented areas), the successful tenderer shall obtain insurance policy under The Workmens Compensation Act,

	1923 for the Personnel Deployed.
7	Even one of the eligibility criteria / condition is not fulfilled such the tenders stands are liable for rejection.
8	Partial fulfilment in one or more than one condition will also liable for rejection.
9	The tenderer shall quote monthly rate in the Schedule-B which shall include all costs for the services to be rendered.
10	The agency shall allow weekly holiday, a day's paid casual leave per month to the personnel deployed and National & Festival Holidays with pay. In case any employee remains absent from work for one or the other reasons, it shall be the responsibility of the agency to give a suitable substitute within 48 hours of receiving the information from the competent authority.
11	Depending on the satisfactory performance, the Board will renew the Contract for two more years to render the same services at mutually agreed terms and conditions.
12	The Board will not be responsible for any loss to the property or life of personnel deployed by the agency in the event of occurrence of fire catastrophe or civil commotion, accident, violation of traffic rules any another crime.
13	The agency under no circumstances whatsoever shall slow down or stop the designated operations during the contract period.
14	The tenderer shall visit the Board's office and obtain all information required on all matters such as nature of work to be carried out, working conditions etc., before submission of tender documents. Ignorance of nature of work etc., will not be entertained at a later date.
15	The deployed personnel shall carry out the work with due diligence, care and economy without damaging Board property.
16	In the event of any dispute arising on any matter connecting with this tender, the decision of the Board shall be final, binding and conclusive. This is not an arbitration claim.
17	Persons deployed for work shall make their own arrangements for transportation and accommodation is at their cost & risk other than Department works.
18	The personnel deployed shall be under the direct control and supervision of the agency. The employees shall not have any claim against Board.
19	The agency will be responsible for Payment of salary, contribution to

	Provident Fund, ESI etc., as per relevant laws. The Board will not be responsible for non-payment of any of the amount to the personnel deployed by the agency.
20	The dispute shall be subject to the jurisdiction of the City Civil Court at Bangalore.
21	The agency at its own cost shall issue photo identity cards to the personnel deployed to carry out the work of the Board.
22	The agency shall Have Xerox copies of educational qualifications of deployed persons. If necessary original certificate's shall be produced on demand by the Principal Employer.
23	The agency shall maintain all registers & Records under various Labour laws and shall be produced for inspection to the Principal Employer Officers, Enforcement officers of Labour Department, Employees Provident Fund Organization, Group Insurance & GST Departments etc., when required.
24	The Agency shall submit monthly Returns under various Labour Laws to the Labour Department, Employees provident Fund Organisation, ESI & GST Department Central Excise Department. Copies of the Returns shall be submitted to the Principal Employer.
25	Deleted
26	Tenderer shall pay bonus to contract worker as per payment of Bonus Act, 1965 and Rules, 1975 who has worked for not less than 30 (Thirty) working days in a Financial year. Bonus shall be calculated at 8.33% of wages (Basic + Dearness Allowance) Earned during financial Year. Where salary or wage of contract worker Exceeds Rs. 3500-00 (Three Thousand & five hundred) per month, the bonus payable to such contract shall be calculated as if his/her salary or wages were Rs.3500-00 (Three Thousand and Five hundred) per month. Bonus shall be paid through electronic clearing system (ECS) only and shall enclose copy of Bank statement / Pass Book along with the bill. Bonus shall be paid within a period of 2 months from the close of Financial year and signature of contract workers shall be obtained in FORM 'C' Register prescribed under the payment of Bonus rules 1975. Tenderer shall furnish copy of Form 'C' Register. The Manpower Agency shall include in his offer, the provision towards PF, group insurance and bonus both to be paid by the principle employer and the agency to their deployed employees.
27	Attendance of the personnel deployed shall be maintained properly by the agency.

28	Personnel deployed as drivers for H.G.V./L.M.V. shall possess Valid Driving License.
29	Whenever there is increase in minimum wages the Board will pay to the agency the difference of minimum wages towards P.F, ESI and GST.
30	Tenderer shall provide uniform to the deployed personnel as and when instructed by the Board. Uniform Bill amount will be paid by the board to the contractor after submission and verification of bills
31	The man power number may be decreased or increased upto 25% of the tender quantity as per KTPP.

Sd/-

SIGNATURE OF THE TENDERER

Chief Administrative Officer

cum Secretary,
1st Floor, Cauvery Bhavan
K.G. Road, Bangalore-09.

Section-6

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GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Tenderers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Tenderers’ rights and obligations towards the PRINCIPAL EMPLOYER under this Contract.

(i) "Party" means the PRINCIPAL EMPLOYER or the Tenderers, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Tenderers or by any Sub-Tenderer as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Tenderers pursuant to this Contract as described in Appendix A; and

(m) "Sub-Tenderer" means any entity to which the Tenderers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the PRINCIPAL EMPLOYER, the Tenderers, or a Sub-Tenderer.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the PRINCIPAL EMPLOYER may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the PRINCIPAL EMPLOYER or the Tenderers may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Tenderers, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Preferably, the personnel shall have good health.

1.9 The staff deployed by the Agency should work in shift duties also as per the directions of the Principle Employer. The personnel shown in schedule 'B' will vary (Number may of increase or decrease) as per the principle employer.

2.0 Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2. Commencement of Services

The Tenderers shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Tenderers shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The PRINCIPAL EMPLOYER may by written notice of suspension to the Tenderers, suspend all payments to the Tenderers hereunder if the Tenderers fail to perform any of their obligations under this

contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Tenderers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Tenderers of such notice of suspension.

2.7 Termination

2.7.1 By the PRINCIPAL EMPLOYER

The PRINCIPAL EMPLOYER may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Tenderers, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Tenderers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the PRINCIPAL EMPLOYER may have subsequently approved in writing;

(b) if the Tenderers (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Tenderers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Tenderer, in the judgment of the PRINCIPAL EMPLOYER has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Tenderers (prior to or after submission of

proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the PRINCIPAL EMPLOYER, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Tenderers

The Tenderers may terminate this Contract, by not less than thirty (30) days' written notice to the PRINCIPAL EMPLOYER, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the PRINCIPAL EMPLOYER fails to pay any monies due to the Tenderers pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Tenderers that such payment is overdue;

(b) If the PRINCIPAL EMPLOYER is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Tenderers may have subsequently approved in writing) following the receipt by the PRINCIPAL EMPLOYER of the Tenderers' notice specifying such breach;

(c) if, as the result of Force Majeure, the Tenderers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Tenderers' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Tenderers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Tenderers and equipment and materials furnished by the PRINCIPAL EMPLOYER, the Tenderers shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the PRINCIPAL EMPLOYER shall make the following payments to the Tenderers (after offsetting against these payments any amount that may be due from the Tenderer to the PRINCIPAL EMPLOYER)):

(a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of

notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Tenderers

3.1 General

The successful tenderer should disburse the wages to the personnel deployed to the Board on or before 10th (Tenth) of Succeeding month through electronic clearing system (ECS). This is mandatory. If the tenderer fails to pay wages on or before 10th of succeeding month, it will be a breach of contract and PRINCIPAL EMPLOYER at its Discretion can impose penalty equivalent to 1% of Security Deposit. Where only penalty is imposed in such case the Agency/Firm/Contractor shall pay the penalty amount within 30 days from the date of order. Failing which Principal Employer can cancel contract and penalty amount will be recovered from security deposit.

The agency shall maintain all registers & Records under various Labour laws and shall be produced for inspection to the Principal Employer's Officers, Enforcement officers of Labour Department, Employees Provident Fund Organization & ESI Corporation, GST departments etc.,

The Agency shall submit monthly Returns under various Labour Laws to the Labour Department, Employees provident Fund Organisation, ESI Corporation & GST department central excise Department. Copies of the Returns shall be submitted to the PRINCIPAL EMPLOYER.

The agency shall obtain licence from the Labour Department, Govt.of Karnataka under contract labour (R&A) Act, 1970 and Karnataka Rules 1974 if 20 or more than 20 workers are Deployed before commencement of contract Work. The Copy of Labour Licence shall be submitted to the Principal Employer.

Tenderer shall pay bonus to contract worker as per payment of Bonus Act, 1965 and Rules, 1975 who has worked for not less than 30 (Thirty) working days in a Financial year. Bonus shall be calculated at 8.33% of wages (Basic + Dearness Allowance) Earned during financial Year. Where salary or wage of contract worker Exceeds Rs Three Thousand & five hundred per month, the bonus payable to such contract shall be calculated as if his/her salary or wages were Rupees Three Thousand and Five hundred per month. Bonus shall be paid through electronic clearing system (ECS) only and shall enclose copy of Bank statement / Pass Book along with the

bill. Bonus shall be paid within a period of 2 months from the close of Financial year and signature of contract workers shall be obtained in FORM ‘C’ Register prescribed under the payment of Bonus rules 1975. Tenderer shall furnish copy of Form ‘C’ Register. PRINCIPAL EMPLOYER will reimburse Bonus Amount along with ESI contributions, Service charge & GST if applicable after verifying Form ‘C’ register.

Attendance of the personnel deployed shall be maintained properly by the agency. The successful tenderer is also responsible for maintaining the data base of persons deployed in the software module provided by BWSSB and shall follow instructions given in this regard from time to time.

3.2 Conflict of Interests - Not applicable

3.2.1 Tenderers Not to Benefit from Commissions,

Discounts, etc. - Not applicable

3.2.2 Procurement Rules of Funding Agencies - Not applicable

3.2.3 Tenderers and Affiliates not to engage in Certain Activities

- Not applicable

3.2.4 Prohibition of Conflicting Activities - Not applicable

3.3 Confidentiality - Not applicable

3.4 Insurance to be Taken Out by the Tenderers - Not applicable

3.5 Accounting, Inspection and Auditing - Not applicable

3.6 Tenderers' Actions Requiring Principal Employer's Prior Approval - Not applicable

3.7 Reporting Obligations - Not applicable

3.8 Documents Prepared by the Tenderers to be the Property of the PRINCIPAL EMPLOYER - Not applicable

3.9 Equipment and Materials Furnished by the PRINCIPAL EMPLOYER - Not applicable

4. Tenderers' Personnel and Sub-Tenderers

4.1 General

The Tenderers shall employ and provide such qualified and experienced Personnel and Sub-Tenderers as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Personnel are described in 3F.FORMAT OF CURRICULUM VITAE (CV).

(b) Deleted

(c) Deleted.

4.3 Approval of Personnel - Deleted.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours of deployed Man Power is 8 hours per day. All personnel are entitle for weekly holiday

I. Deployed Personnel are entitle for one day paid casual leave per month and National & Festival Holidays with pay. In case any employee remains absent from work for one or the other reasons, it shall be the responsibility of the agency to give a suitable substitute within 48 hours of receiving the information from the competent authority.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Principal Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Tenderers, it becomes necessary to replace any of the Personnel, the Tenderers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Principal Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Tenderers shall, at the Principal Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Principal Employer.

II. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Tenderers may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Principal Employer . Except as the Principal Employer may otherwise agree, (i) the Tenderers shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager - Not applicable.

5. Obligations of the Principal Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Principal Employer shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Tenderers and the Personnel and any Sub-Tenderers employed by the Tenderers for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Tenderers, Sub-Tenderers and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land - Not applicable

5.3 Services, Facilities and Property of the Principal Employer - Deleted

5.4 Payment

In consideration of the Services performed by the Tenderers under this Contract, the Principal Employer shall make to the Tenderers such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Tenderers

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Tenderers shall notify the Principal Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Tenderers in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

(a) - Deleted

(b) - Deleted

(c) - Deleted

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) Tenderers shall furnish the bill on or before 5th of every month enclosing copies of

1) Attendance,

2) Pay register, PF & ESI Challans,

3) GST Challan.

4) ECR Copies of Employees Provident Fund Organization

(b) - Deleted

(c) - Deleted

(d) - Deleted

(e) All payments under this Contract shall be made to the account of the Tenderers specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable

settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

IV. APPENDIX

Appendix A: LOCATION OF WORK

1. **BWSSB Bangalore Jurisdiction**
2. **Torakadanahalli, Harohalli, Tataguni**
3. **Tippagondanahalli, Tavarakere**
4. **Hesaraghatta, Soladevanahalli**

FORMAT FOR SUBMISSION OF TENDERS

APPENDIX-A

Letter of Tender
(To be submitted on the letterhead of the Tenderer)

To Dated:

Phone:
Fax: ,E-mail:……

Sub:[Tender for Procurement of Manpower Services at]

1 With reference to your Tender document dated I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the Services. The Tender is unconditional and unqualified.

2 I/We acknowledge that the Client will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the afore said Service, and we certify that all information provided there in is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Client to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that in the last[3(three)]years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any

service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

6 We declare that we do not have any conflict of interest and that we are not ineligible in accordance with Clause 4.1(d) of ITT.

7 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.

8 I certify that in regard to matter so than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

9 In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

10 I/We have studied all the Tender Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set for thin the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

11 I/We offer an Earnest Money Deposit of Rs. …… lakhs only for the services ()for the Services for which we have submitted the Tender(s) in accordance with the Tender Document.

12 I/We have been in similar business of providing manpower services for at least [3 (three)]74 financial years preceding the last date for submission of Tenders.

13 I agree and undertake to abide by all the terms and conditions of the Tender Document.

14 I shall keep this offer valid for 90 days from the last date of submission of Tenders as specified in the Tender Document.

15 I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from

participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

16 We, the undersigned, offer to provide the above services at ……. in accordance with your Tender Document dated [Date], and our Tender (Technical Tender and Financial Tender).

17 I/we hereby offer and agree to provide the aforementioned Service for a Contract Price as provided by using the Karnataka Public Procurement Portal.

18 I/We understand that the Contract Price for the Services is inclusive of cost of remuneration of the personnel, including wages, employers contribution of Provident Fund, ESI, statutory taxes, GST There will not be any revision in the service fee during the Contract Period. However, any increase or decrease In the Minimum Wages as declared by Government from time to time will be considered by the Client).

19 I/We agree for deduction of Tax Deductible at Source(ITTD Sand GSTTD S as applicable at the prevailing rate from time to time from the bills as per applicable law.

20 I/we confirm that there is no default with respect to statutory payments such as contribution to ESIC, and contributions to EPFO, GST, Income tax etc.

21 I/We confirm that if I/We are the successful Tenderer shall within [14(fourteen)]days of the receipt of LOI from the Client, furnish the Performance Security Deposit in accordance with the Conditions of Contract.

22 I/We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/blacklisted.

Yours faithfully,

Date: (Signature of the Authorized Signatory)

Place: Name and seal of Tenderer

Appendix B

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [*name of Employer*]

_____ [*address of Employer*] .

WHEREAS _____ [*name and address of Contractor*] [*hereinafter called "the Contractor*"] has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [*name of Contract and brief description of Works*] (*hereinafter called "the Contract");*

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of

Rs._____ [*amount of guarantee*] _Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 45 days from the date of completion of the contract period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Appendix C

MINIMUM WAGES (As per minimum wages : 2023-24)

Sl. No	Persons to be deployed	Minimum Wages per month per person shall not be less than the rates mentioned below. (Zone-1 Area)	Minimum Wages per month per person shall not be less than the rates mentioned below. (Zone-2 Area)
1	2	3	4
1	Graduate Engineer	17955+2223	16999+2223
2	Diploma Engineer	17955+2223	16999+2223
3	Data Entry	16564+2223	15729+2223

	Operator,		
4	Telephone Operator,	16564+2223	15729+2223
5	Electrical Wireman.	16564+2223	15729+2223
6	Fitter,	14657+2223	13993+2223
7	Pump operator,	14657+2223	13993+2223
8	Mechanic,	14657+2223	13993+2223
9	HGV Driver	15777+2223	14991+2223
10	LMV Driver	15112+2223	14386+2223
11	Valveman	14657+2223	13993+2223
12	Attender	13974+2223	13345+2223
13	Helper,	14657+2223	13993+2223
14	security Guard,	13974+2223	16448+2223
15	Gardner	13974+2223	13345+2223
16	Sanitary Helper,	17306+2223	13345+2223
17	Loader & Un loader	13974+2223	13345+2223

1	Add Principal Employer's contribution to EPF and ESI as per applicable rates	
2	Add service charge @ ___on CTC Amount	
3	Add GST as applicable	
4	Risk Benefit of Rs.3,000/- + other alowances payable by BOARD to personnel's	

NOTE:

Zone-1 area: - Bangalore City Agglomeration area and District Head Quarters

Agglomeration areas.

Zone-2 area: - Place other than Bangalore City Agglomeration area and District Head

Quarters Agglomeration areas.